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AGREEMENT made this 12th day of April 1976, by and between the Judges of the County Court of Somerset County, New Jersey and their successors (hereinafter referred to as the "Judges") and the Somerset County Probation Officers Association of New Jersey (hereinafter referred to as the "Association").

1. The Judges hereby recognize the Association pursuant to Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers, Senior Probation Officers, Principal Probation Officers II and Principal Probation Officers I of the Somerset County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to R.S. 2A:168-1, et seq.

2. Effective January 1, 1976, the annual rates of pay for all Probation Officers, Senior Probation Officers, Principal Probation Officers II and Principal Probation Officers I, to be promulgated by order of the said Judges, pursuant to R.S. 2A:168-8, will be as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$10,765	\$14,598
Sr. Probation Officer	\$11,674	\$16,269
Prin. Probation Officer II	\$13,691	\$19,122
Prin. Probation Officer I	\$14,766	\$20,625

(a) Five annual steps at increments of:

- (1) \$764, \$783, \$838, \$893, \$955 for Probation Officers
- (2) \$831, \$850, \$908, \$971, \$1,035 for Sr. Probation Officers
- (3) \$1,000, \$1,006, \$1,067, \$1,141, \$1,217 for Prin. Probation Officers II
- (4) \$1,078, \$1,087, \$1,151, \$1,230, \$1,313 for Prin. Probation Officers I

- (b) Each officer in the aforelisted titles who has not as yet reached his maximum salary and is entitled to a merit increment based on recommendation of the Chief Probation Officer shall be raised in the new range to one step above that which he now occupies in the present range.
- (c) Each officer in the aforelisted titles who has already reached maximum salary or who is above the fifth step but below the maximum, shall receive an increment, on the recommendation of the Chief Probation Officer, beyond the maximum equal to but not greater than the final increment in the appropriate title of the new range.
- (d) Upon promotion to a next higher title, the officer shall receive an increment equal to or greater than the increment he would have received at his former title.

3. Each officer in the aforelisted titles who obtain a Graduate Degree from an accredited university or college in a field related to probation practice, shall, upon submission of satisfactory evidence of having been awarded the degree, receive the equivalent of one increment of the grade and position which he occupies at the time the event occurs, including one increment beyond maximum.

4. Each officer in the aforelisted titles shall receive vacations as follows: (For the purposes of this policy, the vacation accrual period will be considered to be the calendar year.)

- (a) Officers whose date of employment is on or before June 30th will receive one day vacation for each month of employment during that first calendar year up to a maximum of ten working days. Employment beginning within the first fifteen days of any month shall count as one full month for this purpose.
 - (1) Officers whose date of employment is on July 1st or later will not be eligible for nor accumulate vacation credits during the remainder of that first calendar year of employment.

(2) During the first calendar year of employment, vacation days may be taken only as earned. However, no vacation days may be taken until the officer has been employed for a minimum of six months.

- (b) Officers who have less than five years of service on July 1st of any year shall receive twelve working days of vacation per year.
- (c) Officers who have more than five years but less than ten years of service on July 1st of any year shall receive fifteen working days of vacation annually.
- (d) Officers who have more than ten years but less than fifteen years of service on July 1st of any year shall receive eighteen working days of vacation annually.
- (e) Officers who have more than fifteen years but less than twenty years of service on July 1st of any year shall receive twenty working days vacation annually.
- (f) Officers who have more than twenty years service on July 1st of any year shall receive twenty-five working days of vacation annually.

5. It is understood that the members of the Association shall continue to receive all of the benefits they are presently receiving and will receive any other benefits that may be granted in the future to the other County employees. These shall include, but are not limited to, sick days, health insurance, paid holidays, longevity pay, etc.

6. A complaint or grievance of any officer in the above titles related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1. The complaint or grievance shall first be taken to the employee's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time --- three working days, if possible. At this level, a complaint or grievance need not be in writing.

Step 2. If the problem cannot be resolved at the supervisory level, the employee shall put it in writing and submit

it to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five days.

Step 3. An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judges, or their designated representative, for a final determination with reasonable promptness.

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service Commission, under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the same matter adjudicated by any other person or agency. Such option shall be exercised at Step #2, where a formal written grievance is submitted to the Chief Probation Officer. In using the grievance procedure established herewith, an employee is entitled, at each step, to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

7. The provisions of the Agreement shall remain in effect until December 31, 1976.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 12~~th~~ day of April 1976.

For the Judges:


B. Thomas Leahy, J.C.C.


Robert E. Gaynor, J.C.C.

For the Association:


Peter R. Furnick


John N. Condelli


Glenn A. Krantz